

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whole Me, Incorporated		06/06/2016	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	WholeMe, LLC		
Doing Business As:	WholeMe		
Street Address:	3255 Spring Street NE Ste 150		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55413		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4632349		
Registration Number:	4632350	WHOLEME.	
Registration Number:	4632347	WAKEME	
Registration Number:	4670248	DATEME	
CORRESPONDENCE DATA			
Fax Number:	6124359834		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-963-5595		
Email:	cwagner@wagneratlaw.com		
Correspondent Name:	Candice Wagner		
Address Line 1:	3800 American Boulevard W Ste 1500		
Address Line 4:	Bloomington, MINNESOTA 55431		
NAME OF SUBMITTER:	Candice Wagner		
SIGNATURE:	/Candice Wagner/		
DATE SIGNED:	08/12/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**") is made by Whole Me, Incorporated ("**Assignor**"), a Minnesota corporation having an address at 223 Oak Grove Place, St. Paul, Minnesota, 55105, in favor of WholeMe, LLC ("**Assignee**"), a Delaware limited liability company having an address at 3255 Spring Street NE, Suite 150, Minneapolis, MN 55413.

WHEREAS, Assignor is the owner of the Assigned Trademarks (as defined herein); and

WHEREAS, Assignee wishes to obtain, and Assignor wishes to assign, all of Assignor's right, title, and interest in and to the Assigned Trademarks and the goodwill associated with the Assigned Trademarks;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - (a) the trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
 - (b) the internet domain names set forth on Schedule 2 hereto;
 - (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction throughout the world;
 - (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other government officials to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations set forth on Schedule 2 hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. General.

(a) Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule.

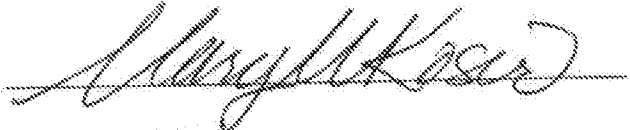
(c) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date written below.

Signed this 6th day of June, 2016.

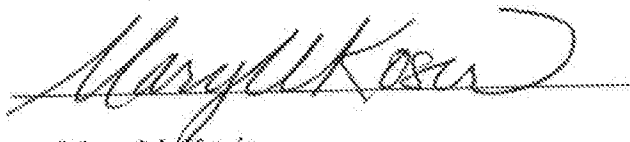
WHOLE ME, INCORPORATED

By: 

Name: Mary M. Kosir

Its: Chief Executive Officer

WHOLEME, LLC

By: 

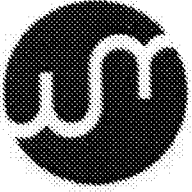
Name: Mary M. Kosir

Its: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

SCHEDULE I

ASSIGNED TRADEMARKS

TRADEMARK	COUNTRY OF REGISTRATION	APPLICATION NO.	REGISTRATION NO.	REGISTRATION DATE	STATUS
wholeme. (stylized): wholeme.	United States	86/244,277	4,632,350	11/4/2014	Registered
Whole Me logo: 	United States	86/244,262	4,632,349	11/4/2014	Registered
DATEME	United States	86/244,238	4,670,248	1/13/2015	Registered
WAKEME	United States	86/244,243	4,632,347	11/4/2014	Registered
WHOLEME	N/A	N/A	N/A	N/A	Unregistered; common law rights

SCHEDULE 2

ASSIGNED DOMAIN NAMES

WHOLEME.COM